

Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: N/A

Dept. Head/Contact Information: Human Resources, Terry Bond, (915) 541-4509

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☐ General Fund
☒ Grant (duration of funds: 3 Months)
☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

This grant funded contract will provide on the job training for the participant of the TACE(Transition Adjustment and Career Education) program. The TACE program is a collaborative project with the Upper Rio Grande @ Work, El Paso Community Foundation and 15 other governmental and non-profit agencies that provide people with disabilities the opportunity be part of the mainstream workforce.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary only

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **WHITNEY MOHRHAUSER**, to assist the El Paso Zoo as a Zoo Office Assistant at an hourly rate of \$8.33 for 40 hours per week. The term of the contract shall be for the period of August 18, 2004 through November 18, 2004.

APPROVED this 17th day of August, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **WHITNEY MOHRHAUSER**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Zoo, desires to employ the Employee as a Zoo Office Assistant; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Zoo, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about August 18, 2004 and be completed by November 18, 2004.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Eight and 33/100 Dollars (\$8.33). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act.

The City will provide no fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the El Paso Zoo, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
El Paso Zoo
Attn: Director
4001 East Paisano Drive
El Paso, Texas 79905

EMPLOYEE: Whitney Mohrhauser

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 17th day of August, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Whitney Mohnhauser
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

R. William Torgerson, DVM
Director, El Paso Zoo

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 8/12/04

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

ZOO OFFICE ASSISTANT

(EL PASO CONTRACT POSITION)

General Purpose

Under immediate supervision, perform a limited variety of routine general clerical and field service functions in support of the Zoo's volunteer office within well established procedures.

Typical Duties

Greet and assist City volunteers, employees, officials and the public as required. Involves: Respond to visitors in a courteous manner. Answer phones, take messages or forward inquiries to appropriate party exercising proper telephone etiquette. Assist in coordination of educational related events as instructed. Schedule volunteers.

Perform specified clerical and other support tasks. Involves: Type letters, forms, reports, articles, and other materials from copy or rough draft. Copy documents, handouts, pamphlets and other educational materials. Assist in preparing materials and setting up for meetings and special events. Sort and file documents. Open, sort, and distribute mail, interoffice correspondence, packages and other communications.

Perform automated data entry. Involves: Enter or edit alphabetic, numeric or symbolic data such as volunteer names and hours scheduled. Compile, sort and maintain records. Proofread documents and correct minor errors for accuracy as required.

Operate standard and specialized equipment as necessary. Involves: Use copier, fax, printer, scanner, personal computer with generic office productivity software and multi-line telephone.

Perform miscellaneous tasks and other short cycle tasks by following simple one (1) or two (2) step instructions, as assigned.

Minimum Qualifications

Education and Experience: Equivalent to a High School Diploma or General Education Development (GED).

Licenses and Certificates: None.

Whitney Mohrhauser

[REDACTED]
El Paso, Texas 79925
[REDACTED]

Objective

To obtain a position with a reputable company that will afford me an opportunity to further my skills and become a significant asset to the company.

Experience

May 2003 to Present Volar Center for Independent Living El Paso, Texas

Board Committee Member

- Advocated for people with disabilities to ensure the services that the individual needs are obtained.
- Identified areas of possible needs that are not presently represented or available in the community.

September 2000 – August 2001 University of Texas at El Paso El Paso, Texas

Student Assistant (Work Study)

- Responsible for organizing a variety of office documents according to department expectations.
- Completed bookkeeping within the realm of the expectations of the department for which I worked.
- I offered my assistance to Professors to facilitate completion of projects.
- I completed other tasks assigned by the office manger.

Education

- University of Texas at El Paso 90 Hours Geology Major
- Socorro High School El Paso, Texas High School Diploma

Interests

Serving as a Board Committee Member

I Possess Computer Skills and enjoy utilizing such skills.